Stratco Direct Application

To: Credit Manager
Stratco (W.A) Pty. Ltd.
PO Box 1515
Canning Vale WA 6970

This is a formal request for Stratco Holdings Pty Ltd and/or any of its subsidiaries to provide the additional benefits of Stratco Direct® eCommerce system to our existing account.

We are in receipt of the Stratco General Terms And Conditions of Sale and as such are aware of our obligations and responsibilities for the administration of passwords and security allocations within our organisation should Stratco provide us with this facility. We also agree to pay Stratco for all goods ordered on our account using the Stratco Direct® eCommerce system in accordance to your Terms And Conditions.

I am authorised* by (the account holder) to accept Stratco's General Terms And Conditions of Sale and request that you provide us with the Stratco Direct® eCommerce system.

Signed: .....

Full Name: .....

Position: .....

Company: .....

Account held with Stratco division: (please tick)

◯ QLD ◯ NSW ◯ VIC ◯ SA ◯ WA ◯ NT ◯ ACT

Account Code/ID: .....

Date: .....

OFFICE USE ONLY
Approved by Credit Manager

* Note: Level of authority of the signatory depends on the size of the organisation. For example:
- sole proprietor: the proprietor;
- partnership: one of the partners;
- small or medium size company: one of the directors.

Privacy Statement

Stratco is covered by 10 National Privacy Principles, the NPPs, which are set out in the Privacy Act 1988 (amended by the Privacy Amendment (Private Sector) Act 2000). To comply with our obligations under the NPPs, we have set out a Privacy Policy, which details how we manage privacy in our organisation. Stratco takes its obligations under the Privacy Act seriously and will take all reasonable steps in order to comply with the Act and protect the privacy of the personal information that we hold. This policy sets out how we intend to do so.

Privacy Policy

Purpose of the Policy

The purpose of the policy is to outline how Stratco manages an individual's personal or sensitive information.

The personal information that Stratco collects

Stratco collects and holds personal information principally to provide individuals with Stratco products and services. Information collected could include an individual's name, contact and e-mail address, telephone and facsimile numbers, date of birth, licence details and other information necessary to establish a trading relationship. This can include opinions and/or references.

Why do we collect it?

Stratco principally collects personal information in order to provide its products and services as well as managing and administering the products and services provided. The information collected is to identify the individual, the products and services that Stratco is to provide, and where requested to assess an application for credit and to monitor any such credit facility provided, and where necessary to assist in the recovery of any debt. Stratco may also collect information relating to promotions or other offers which become available. For these and related purposes, Stratco may disclose personal information to trade insurers, other suppliers, credit reporting agencies, debt collecting agencies, cheque guarantee providers, other organisations involved in Stratco's business practices, an individual's representative, and as required by law. If you do not consent to Stratco using and disclosing personal information in this manner then please contact the Credit Manager, the State Manager or the Privacy Officer.

Failure to provide information

If you choose not to provide Stratco with the personal information as requested, we will not be able to provide you with the full range of our products and services.

Access to your personal information

Stratco provides access to the personal information that we hold about you. Access will be provided in accordance with our Access Policy. If you require access to your personal information please contact the Credit Manager, the State Manager or the Privacy Officer.

Complaints

If you have any complaints about our privacy practices, or wish to make a complaint about how your personal information is managed, please contact the Credit Manager, the State Manager or the Privacy Officer. These people can be contacted at PO Box 158, Enfield Plaza, SA 5085. Complaints will be handled under Stratco's Privacy Complaints Policy, which will be provided on request.

Storage

We will:

- take all reasonable steps to protect the security of the personal information that we hold. This includes appropriate measures to protect electronic materials and materials stored and generated in hard copy.
- generally not contract out data storage or processing functions. If we do, we will take measures to protect the information.
- retain personal information for as long as is reasonably necessary having regard to the purposes for which it was collected but will destroy or permanently de-identify it if it is no longer needed.

Stratco means Stratco Holdings Pty. Ltd. ABN 25 007 893 781, and/or its subsidiaries Stratco (Australia) Pty Limited ABN 40 007 550 754, Stratco (S.A.), Stratco (Vic.), and Stratco (N.T.) all divisions of Stratco Pty. Ltd. ABN 30 007 528 850, Stratco (Alice Springs) Pty. Ltd. ABN 35 061 118 456, Stratco (N.S.W.) Pty. Ltd. ABN 30 003 583 702, Stratco (A.C.T.) a division of Stratco (N.S.W.) Pty. Ltd., Stratco (Qld) Pty. Ltd. ABN 61 010 474 996, and Stratco (W.A.) Pty. Ltd. ABN 77 008 836 833.

<< Please separate and keep for your records.

General Terms and Conditions of Sale

GENERAL

Where in these Terms and Conditions the expression "the Company" is used, it shall be taken to mean Stratco Holdings Pty. Ltd. ABN 25 007 893 781, and/or its subsidiaries Stratco (Australia) Pty. Limited, ABN 40 007 550 754, Stratco (S.A.), Stratco (Vic.) and Stratco (N.T.) all divisions of Stratco Pty. Ltd. ABN 30 007 528 850, Stratco (Alice Springs) Pty. Ltd. ABN 35 061 118 456, Stratco (N.S.W.) Pty. Ltd. ABN 30 003 583 702, Stratco (Qld.) Pty. Ltd. ABN 61 010 474 996, and Stratco (W.A.) Pty. Ltd. ABN 77 008 836 833 or any of them. "Collateral" and/or "Goods" shall mean all goods and/or services supplied by the Company to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which the Company may intend to register a security interest. You the customer may be referred to in these terms and conditions as "the Customer".

These terms and conditions, are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by notice given by the Company by any means. Unless or except specifically excluded herein, the Company retains any rights and remedies available in any prior or pre-existing agreement.

The customer acknowledges that these general terms and conditions apply in relation to all sales of Goods by the Company to the Customer and to all orders placed with the Company. No person acting or purporting to act on the Company's behalf has the authority to make any promise, representation or undertaking or to add to or change in any way these General Terms and Conditions Of Sale and Security Agreement except expressly in writing. These terms and conditions are in addition to and in no way are intended to limit, vary or exclude any rights conferred by the conditions and warranties implied by the Competition and Consumer Act 2010 or by any similar legislation of a State or Territory of Australia which prohibits any such limitation, variation or exclusion. Prices are subject to change without notice.

Clerical errors are subject to coreection and do not bind the Company. The Customer's rights under these General Terms and Conditions Of Sale & Security Agreement are not assignable or transferable.

PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

Where a Commercial Credit Account has been approved, the Customer grants and the Company may register on the Personal Property Securities Register, a security interest in all and any sale of Goods under this agreement, including but not limited to intellectual property and all other present and after-acquired property.

The Customer warrants that all purchases under the commercial credit account are for commercial purposes only and, the provisions of the National Credit Code will not apply.

The Customer and the Company agree to contract-out of the PPSA in accordance with section 115 of the PPSA to the extent that the section applies for the benefit of, and does not impose a burdon on, the Company. The Customer waives its right to receive a copy of any Financing Statement or any Financing Change Statment registered by the Company in respect of the secuity interest created by these terms and conditions.

The Customer agrees to execute any documents, provide all relevant information and co-operate fully with the Company to ensure that the Company has a perfected secuirty interest in the personal property charged and, if applicable, a Purchase Money Security Interest (PMSI).

The Customer agrees to notify the Company of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or mangement or change in partnership or trusteeship 7 days prior to any such change taking effect. The Customer agrees that, until all monies owing to the Company are paid in full, it shall not sell or grant any other security interest in the Collateral.

The Company reserves the right to vary these terms and conditions of sale.

E-COMMERCE

The Customer will be given access to the Company's E-Commerce system ("Stratco Direct TM") at the Company's sole discretion and the Company reserves the right to terminate or suspend the Customer's access to Stratco Direct TM by giving the Customer notice to that effect, either in writing or by way of Stratco Direct TM. No warranty is made as to the availability of Stratco Direct TM. The Customer agrees to use Stratco Direct TM only as set out in the User Manual and agrees that orders will be deemed to have been accepted by the Company only when Stratco Direct TM makes a Works Order Number available for viewing. The Customer acknowledges that it is responsible for the administration of passwords and security allocations to its Authorised Users and agrees that it will be liable to pay for all orders made using the Customer's Authorised User codes unless the order is cancelled with the written consent of the Company. The Customer further acknowledges that:

(a) delivery times and pricing projected as shown by Stratco Direct TM are no more than estimates and shall not be binding upon the Company unless confirmed by the Company by other means.
(b) the Company accepts no responsibility for any loss arising directly or indirectly from damage to Customer's systems arising from unauthorised access to Stratco Direct TM or unauthorised modification of Stratco Direct TM by third parties.

GST

Trade prices do not include GST. The Company will charge GST at the rate set by the Government in respect of any suppy made to the Customer.

QUOTATIONS

Any quotations provided by the Company remain open for acceptance for a period of 30 days from the date of quotation. After this time this quotation is voidable at the option of the Company which may in its absolute discretion determine this quotation and subsequently revise the price or any other of the conditions so quoted.

CANCELLATIONS

No order may be cancelled by the Customer without the written consent of the Company, irrespective of whether or not the Company has advised the Customer of its acceptance of that order.

INSTALLATION

Where the Company agrees to install Goods at any premises (the "premises") the following conditions shall apply:

(a) The Customer will provide reasonable access for the Company, its servants, agents and subcontractors to the premises during the period of installation as may be agreed by the parties to enable the Company to carry out its obligations. The Customer will also provide at its own expense, connection for electricity and any other similar services required by the Company for installation of the Goods.
(b) The Company will be under no liability or responsibility for any loss, damage or expense howsoever incurred by the Customer as the result of:
  (i) any failure or delay by the Company in performing any of its obligations under the contract due to any reason beyond the control of the Company; or
  (ii) any prohibitions or restrictions under any applicable statutes, bylaws or regulations.
(c) Any existing defects discovered by the Company in the course of installation shall be the responsibility of the Customer and the Company shall be the sole judge in respect of determining what remedial action is required. The Company may terminate any contract if the remedial action is not completed or taken as instructed, and within the time specified, by the Company without prejudice to its existing rights. Any additional expense incurred by the Company will be the responsibility of the Customer.

COLLECTION AND DELIVERY OF GOODS

All Goods must be collected within a maximum period of 10 working days after the specified date. The Customer will then be invoiced for the price of the Goods and the Goods will then in the discretion of the Company either be delivered to the Customer's premises or to a depot selected by the Company. if the Customer is unable or unwilling to accept physical delivery of the Goods when the Goods are ready for delivery, the Company shall be entitled to charge a fee for any delay suffered, or to arrange the storage of the Goods at the risk and cost of the Customer. All transporation, storage and other consequential costs shall be payable by the Customer as part of the Goods in question.

COLLECTION AND DELIVERY OF GOODS cont...

All times quoted for delivery and/or installation are estimates only. The Company shall not be liable for any loss or damage, including consequential loss or damage, arising from delay in deliver and/or installation or failure to deliver Goods, either in whole or in part.

The Company's obligation to deliver shall be discharged on arrival of the Goods at the Customer's nominated delivery destination or nominated agent or carrier. The Customer shall not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery or despatch. The Company reserves the right to deliver by portion and each portion shall not entitle the Customer to repudiate the contract. Delivery will be deemed to have occurred when on-loaded at the Company's premises and all Goods shall be the risk of the Customer after on-loading.

PAYMENT

Payment for all Goods purchased from the Company is due and payable at the time of purchase unless a credit account has been approved and the National Credit Code does not apply, in which event payment must be made on or before the last working day of the month following that in which deliveries are invoiced and in that case:

(a) payment must be prompt and notwithstanding any previous indulgences, the Company may in its absolute discretion require immediate payment of any amount owing and/or refuse credit or supply of Goods without giving any notice whatsoever.
(b) a 1.5% settlement discount is available to credit account Customers on most items where payment in full is received within the terms defined above but this settlement discount does not apply where the payment is made by credit card and a surcharge for payments made by credit card may apply.
c) if payment in full is not received within the terms defined above, the Customer shall in addition be liable to pay:
  (i) interest at the rate of 1% per month (calculated daily) on any overdue amount, and
  (ii) all expenses (including any amount charged to the Company by a debt collection agency) incurred in recovering or attempting to recover an overdue amount.

FITNESS FOR PURPOSE

The Customer agrees that the Company shall not be liable for any:

(a) representation, promise or undertaking regarding the fitness or otherwise of Goods supplied by the Company unless it is made in writing or implied by law.
(b) failure by the Customer to fix, install, erect or maintain the Goods in accordance with any advice, recommendation, specification, information, assistance or service provided by the Company in relation to Goods sold or manufactured by it. The performance of steel products is dependent on the environment, product selection, handling, installation and maintenance. Before using the Company's steel products, read the brochure "Selection, Use and Maintenance of Stratco Steel Products".

MATERIAL SUPPLY

Where the Customer orders a particular brand of product, the Company may in its absolute discretion supply another product with identical or similar properties to that which was ordered ("the Equivalent") and the Customer will be obliged to accept and pay for the Equivalent as if the ordered brand of product had been supplied. Where an Equivalent is supplied, the Company will not be under any obligation to notify the purchaser of such occurrence, and purchasers should note that the use of colour names in any Company document indicate no more than the colour of product supplied or its equivalency. This term will not apply if, and only if, the Customer has given notice in writing to the Company stating that the customer is only prepared to accept products bearing the brands or trademarks specified in its orders.

DEFECTS

The Customer shall inspect the Goods upon delivery and will, within 48 hours, notify the Company of any defects, short deliveries or any failure to fulfil any quotation or order. The Customer will, within a resonable time following delivery, grant the Company access to the Goods in order to inspect for any alleged defects. Should the Customer fail to notify the Company within the specified period then the Goods shall be deemed to be in compliance with the order and free from any defect whatsoever.

DEFAULT OF THE CUSTOMER

If the Customer makes a default in any payment, commits any act of bankruptcy, has liens placed on a project or assets frozen or restrained, or becomes subject to any form of external administration or an application for any form of external administration is made, the Company may at its option withhold further deliveries or cancel the contract without prejudice to its rights thereunder. Where such default occurs this shall not in any way prejudice the right of the Company to recover any amounts due for materials previously supplied, or manufactured to a Customer's requirements.

JURISDICTION

The Company shall have the exclusive right to nominate the Court in which any legal action is to be commenced and conducted, and the Customer shall consent to a permanent stay of any proceedings which may have been commenced by the Customer in a Court not nominated by the Company.

CLAIMS

No claim by the Customer for poor workmanship or failure to supply products conforming to the Customer's orders shall be recognised by the Company unless made in writing to the Company within 14 days after delivery of the Goods to the Customer. No claim involving labour charges or product replacement will be recognised by the Company unless the Company's agreement to the value of such claim is obtained immediately such a problem becomes evident and the Customer has demonstrated that he has taken all possible action to minimise the effect of such a claim and the Company has been given sufficient time to investigate and take such action it feels necessary to resolve the problem. No claims will be recognised by the Company relating to materials which have been fixed unless in the Company's view the problem could not have been detected during the fixing process. Claims for lost time or waiting time will not be approved by the Company. No claim will be recognised by the Company for any loss, damage or injury of any kind whatsoever, arising directly or indirectly from the Customer's failure to obtain independent professional and/or tradesman's advice in relation to the suitability of the Goods for any specific purpose. The Company shall not be liable to the Customer for any loss of profits or consequential, indirect or special loss, damage or injury of any kind whatsoever, arising directly or indirectly from any defect in the Goods or their installation (regardless of any express or implied terms, or by reason of the Company's negligent act or omission or otherwise at common law.)

RETURNED GOODS

Stock items only may be returned for credit within 30 days from date of delivery if they are in prime condition, and will be subject to a handling fee of 15%. The invoice number and delivery date must be quoted upon return. Goods will not be accepted for credit after 30 days from date of delivery. If specially manufactured to a Customer's requirements, Goods may not be returned for credit.

SUB-CONTRACTING

The Company reserves the right to sub-contract the manufacture and/or supply of any part of the Goods quoted or of any materials or services to be supplied.

TITLE TO GOODS

All Goods supplied by the Company shall be at the Customer's risk from the time of on-loading at the Company's premises. The legal and equitable title to and property in the Goods will not pass to the Customer until the Customer has paid all moneys owed to the Company on any account whatsoever. Payment shall not be deemed to occur until all cheques in payment of moneys owing to the Company have been presented and cleared in full. The Company reserves its right to enter upon any premises for the purpose of repossessing Goods. The right to repossess is without prejudice to any other rights of recovery otherwise available. Until all Goods are paid for in full the relationship of the Customer to the Company shall be as a fiduciary in respect of the Goods and accordingly, the Customer shall store the Goods in such a way that they can be recognised as the property of the Company and, if the Goods are sold by the Customer, the Company shall have the right to trace the proceeds thereof.